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Attorneys for Defendants,
Nationwide Mutual Insurance Company and Nationwide General Insurance Company

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

JULIE BRUNO-SULLIVAN, a/k/a JULIE
SULLIVAN,

Plaintiff,

vs.

NATIONWIDE MUTUAL INSURANCE
COMPANY, NATIONWIDE INSURANCE
COMPANY, NATIONWIDE GENERAL
INSURANCE COMPANY,

Defendant.

CIVIL ACTION NO.

NOTICE OF REMOVAL

**Removed From Supreme Court of New York,
Putnam County**

To: Clerk
United States District Court, Southern District of New York
Daniel Patrick Moynihan United States Courthouse
500 Pearl Street
New York, NY 10007-1312

PLEASE TAKE NOTICE that Defendants Nationwide Mutual Insurance
Company and Nationwide General Insurance Company i/p/a Nationwide Mutual Insurance
Company, Nationwide Insurance Company and Nationwide General Insurance Company

(collectively “Nationwide”) hereby remove the above captioned civil action, and all claims and causes of action therein, from the Supreme Court of New York, Putnam County, to the United States District Court for the Southern District of New York, pursuant to 28 U.S.C. §§ 1332, 1441 and 1446, with full reservation of any and all of their rights, defenses, and objections, and states as follows:

PROCEDURAL HISTORY

1. On or about August 30, 2023, Plaintiff Julie Bruno-Sullivan, a/k/a/ Julie Sullivan, (“Plaintiff”) filed a civil action summons against Nationwide in the Supreme Court of the State of New York, Putnam County, under Index No. 501330/2023 (the “Summons”). Pursuant to 28 U.S.C. § 1446(a), a copy of the Summons is attached hereto as **Exhibit A**. This document is the only pleading for which Nationwide has received notice in this matter to date.

2. According to the Summons, Plaintiff owns real property located at 601 Horsepound Road Carmel, New York 10512 (the “Premises”). See Exhibit A, page 1.

3. Nationwide issued to Plaintiff a Homeowner’s Policy No. 66 31 HR 018555 (the “Policy”) for the Premises with a policy period of October 27, 2020 to October 27, 2021.

4. Plaintiffs allege that on or about September 1, 2021, severe rain related to Hurricane Ida caused water to infiltrate the Premises, causing property damage (the “Loss”). See Exhibit A, ¶1.

5. The Summons alleges that Nationwide breached its obligations under the Policy to indemnify the Plaintiff for the damages sustained as a result of the Loss at the Premises. See Exhibit A, page 2.

6. On or about December 15, 2023, Nationwide received the Summons from Plaintiff. See Exhibit B.

7. Nationwide has not been served with a complaint or any other order in this matter to date.

REMOVAL IS PROPER BECAUSE THIS COURT HAS SUBJECT MATTER JURISDICTION UNDER 28 U.S.C. § 1332

8. This action is removable because the Court has original jurisdiction pursuant to 28 U.S.C. § 1332(a). There is complete diversity of citizenship between the parties, and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

A. There is Complete Diversity of Citizenship between the Parties.

9. 28 U.S.C. § 1332(a)(1) requires that an action founded on diversity jurisdiction be between citizens of different states.

10. Upon information and belief, Plaintiff is a New York citizen.

11. Defendant Nationwide Mutual Insurance Company is an Ohio corporation with its principal place of business in Ohio.

12. Defendant Nationwide General Insurance Company is an Ohio corporation with its principal place of business in Ohio.

13. Named Defendant “Nationwide Insurance Company” is a former trade named used by Nationwide Mutual Insurance Company and is not a separate entity.

14. There are no other parties to this matter. Thus, there is complete diversity in citizenship between Plaintiff and all Defendants, which satisfies 28 U.S.C. § 1332(a)(1).

B. The Amount-In-Controversy Requirement Is Satisfied.

15. Pursuant to 28 U.S.C. § 1332(a), the amount in controversy must “exceed[] the sum or value of \$75,000, exclusive of interest and costs.”

16. The Summons alleges Plaintiff has been damaged in an amount to be determined at the time of trial but believed to be in excess of five million dollars (\$5,000,000.00). See Exhibit A, page 3.

17. Based on the foregoing, the potential damages at issue in this matter exceed the jurisdictional amount of \$75,000.

***DEFENDANTS SATISFY THE PROCEDURAL REQUIREMENTS FOR REMOVAL
UNDER 28 U.S.C. § 1441 et seq.***

18. Because this Court has jurisdiction over the Summons pursuant to 28 U.S.C. § 1332, the action is removable pursuant to 28 U.S.C. § 1441.

19. Removal to the Southern District of New York is proper because this Court embraces Putnam County, the county in which the action is now pending. 28 U.S.C. § 1441(a).

20. Removal is also proper because Defendants are not citizens of New York, and thus removal does not violate 28 U.S.C. § 1441(b) which precludes removal by a defendant of a forum state.

21. Removal is timely pursuant to 28 U.S.C. § 1446(b) in that this Notice is being filed within thirty (30) days of Nationwide's receipt of the Summons on December 15, 2023.

22. No previous Notice of Removal has been filed or application made to this Court for the relief sought herein.

23. Nationwide will promptly serve a copy of this Notice of Removal on Plaintiff's counsel, and will file a copy of this Notice of Removal with the Clerk of the Supreme Court of New York, Putnam County, pursuant to 28 U.S.C. § 1446(d).

WHEREFORE, Nationwide respectfully requests that this matter be removed from the Supreme Court of New York, Putnam County, to the United States District Court for the Southern District of New York.

Respectfully submitted,

By: /s/ Tracey K. Wishert
Tracey K. Wishert (TW-2273)
RIKER DANZIG LLP
Attorneys for Defendants,
Nationwide Mutual Insurance Company and
Nationwide General Insurance Company

Dated: January 12, 2024

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